



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application

Inventors: Marcus Lagergren
Appln. No.: 10/727,202
Confirm. No.: 5138
Filed: December 3, 2003
Title: SYSTEM AND METHOD
FOR ITERATIVE CODE
OPTIMIZATION USING ADAPTIVE
SIZE METRICS

PATENT APPLICATION

Art Unit: 2124
Examiner: Unknown

Customer No. 23910

CERTIFICATE OF MAILING UNDER 37 C.F.R. § 1.8

I hereby certify that this correspondence is being deposited in the United States Postal Service with sufficient postage as first class mail in an envelope addressed to Commissioner for Patents, PO Box 1450, Alexandria, VA 22313-1450, on April 6, 2004.

(Attorney Signature)

Karl F. Kenna, Reg. No. 45,445
Signature Date: April 6, 2004.

TRANSMITTAL LETTER

Commissioner for Patents
Art Unit 2124
PO Box 1450
Alexandria, VA 22313-1450

Sir:

Enclosed for filing in the above-identified patent application are the following documents:

- Power of Attorney by Assignee Under 37 C.F.R. §§3.71, 3.73(b); and attached
- a true copy of the Assignment and Assignment Recordation Form Cover Sheet as filed with the U.S. Patent and Trademark Office on March 30, 2004;
- The Commissioner is hereby authorized to charge any deficiencies or credit overpayment to Deposit Account No. 06-1325. A duplicate copy of this authorization is enclosed.

Respectfully submitted,

Date: April 6, 2004
By:
Karl F. Kenna
Reg. No. 45,445

FLIESLER MEYER LLP
Four Embarcadero Center, Fourth Floor
San Francisco, California 94111-4156
Telephone (415) 362-3800



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POWER OF ATTORNEY BY ASSIGNEE UNDER 37 C.F.R. §§3.71, 3.73(b)

Commissioner for Patents
PO Box 1450
Alexandria, VA 22313-1450

Sir:

The below-identified Assignee is the owner of the entire right, title and interest in the above-identified patent application by virtue of an assignment from the inventor(s).

The Assignment was recorded in the United States Patent and Trademark Office at Reel ___, Frames __ - __, or

A true copy of the Assignment is attached hereto, the original of which has been (or is herewith) forwarded to the United States Patent and Trademark Office for recording.

The undersigned (whose title is supplied below) is empowered to sign this statement on behalf of the Assignee.

Assignee hereby appoints Sheldon R. Meyer, Reg. No. 27,660, Karl F. Kenna, Reg. No. 45,445 and other attorneys of FLIESLER MEYER LLP, Customer No. 23910, to prosecute this application and transact all business in the United States Patent & Trademark Office connected therewith; said appointment to be to the exclusion of the inventor(s) and the inventor's(s') attorney(s) in accordance with the provisions of 37 C.F.R. §3.71.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true, and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under §1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Please address all correspondence to:

SHELDON R. MEYER, ESQ.
FLIESLER MEYER LLP
Four Embarcadero Center, Fourth Floor
San Francisco, CA 94111-4156

Please direct all telephone calls to:

Karl F. Kenna
(415) 362-3800

Assignee: BEA Systems, Inc.
Assignee Type: (Corporation, Partnership) Corporation
Signor's Name: Robert F. Donohue
Signor's Title: (Corporate Office or Position) Senior Vice President, General Counsel
Signature: [Signature] Date: 3/30/04



**RECORDATION FORM COVER SHEET
PATENTS ONLY**

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Customer No. 23910

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): <u>Marcus Lagergren</u> Additional name(s) of conveying party(ies) attached? <u>Yes</u> <input checked="" type="checkbox"/> <u>No</u></p>		<p>2. Name and address of receiving party(ies): Name: <u>BEA SYSTEMS, INC.</u> Address: <u>2315 North First Street</u> <u>San Jose, CA 95131</u></p>	
<p>3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>12/1/2003</u></p>		<p>Additional name(s) & address(es) attached? <u>Yes</u> <input checked="" type="checkbox"/> <u>No</u></p>	
<p>4. Application number(s) or patent number(s): A. Patent Application No.: Unassigned B. Confirmation No.: Unassigned Title: SYSTEM AND METHOD FOR ITERATIVE CODE OPTIMIZATION USING ADAPTIVE SIZE METRICS Filed Date: <u>Concurrently herewith</u></p>		<p>C. Patent No(s).:</p>	
<p>Additional numbers attached? <u>Yes</u> <input checked="" type="checkbox"/> <u>No</u></p> <p>If this document is being filed together with a new application, the execution date of the application is: <u>12/1/2003</u></p>			
<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Sheldon R. Meyer</u> Address: <u>Fliesler Dubb Meyer & Lovejoy LLP</u> <u>Four Embarcadero Center, Fourth Floor</u> <u>San Francisco, CA 94111</u> Telephone: <u>(415) 362-3800</u></p>		<p>6. Total Number of applications and patents involved: <u>1</u> X \$40.00 each</p> <p>7. Total fee (37 CFR 3.41).....\$ <u>40.00</u></p> <p><input checked="" type="checkbox"/> Check Enclosed</p> <p>8. Fee Authorization. Authorization is given to charge any additional fees or credit any overpayment to Deposit Account No. 06-1325. <i>Copy. (A duplicate copy of this authorization is not enclosed.)</i></p>	
<p>9. Statement and signature. <i>To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.</i></p>			
<p><u>Karl F. Kenna</u> Attorney (Reg. No.: <u>45,445</u>)</p>		<p><u>G. Lee</u> Signature</p>	
<p><u>12/31/2003</u> Date</p>			
<p>10. Total number of pages to be recorded: <u>3</u> (1 page cover sheet and <u>2</u> page document).</p>			

SOLE TO CORPORATE ASSIGNMENT

WHEREAS, the undersigned, Marcus Lagergren, a resident of Stockholm, Sweden (hereinafter termed "Inventor"), has invented certain new and useful improvements in:

SYSTEM AND METHOD FOR ITERATIVE CODE OPTIMIZATION USING ADAPTIVE SIZE METRICS (Attorney Docket No. BEAS-1314US1)

and has executed a declaration or oath for an application for a United States patent disclosing and identifying the invention, said invention being described and claimed in the patent application filed herewith and identified by the above title and Attorney Docket No.

WHEREAS BEA Systems, Inc. (hereinafter termed "Assignee"), a corporation of the State of Delaware, having a place of business at 2315 North Fijst Street, San Jose 95131, State of California, wishes to acquire the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, certificates of invention and other forms of protection thereon (hereinafter termed "patents") applied for or granted in the United States and/or other countries.

NOW THEREFORE, for good and valuable consideration acknowledged by said Inventor to have been received in full from said Assignee:

1. Said Inventor does hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply in any and all countries of the world for patents, certificates of inventions or other governmental grants on said invention, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding; (c) in and to any and all applications filed and any and all patents, certificates of inventions or other governmental grants granted on said invention in the United States or any other country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; (d) in and to each and every reissue or extension of any of said patents; and (e) in and to each and every patent claim resulting from a reexamination certificate for any and all of said patents.

2. Said Inventor hereby covenants and agrees to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and other countries. Such cooperation by said Inventor shall include prompt production of pertinent facts and documents, giving of testimony, executing of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for complying with any duty of disclosure; (c) for prosecuting any of said applications; (d) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (e) for filing and prosecuting applications for reissue of any of said patents; (f) for interference or other priority proceedings involving said invention; and (g) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, reexamination proceedings, compulsory licensing proceedings, infringement actions and court actions;

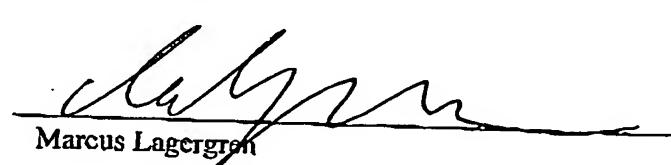
provided, however, that the expense incurred by said Inventor in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this Assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor, said Inventor's heirs, legal representatives and assigns.

4. Said Inventor hereby warrants and represents that said Inventor has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventor has executed this instrument on the date as given below and delivered this instrument to said Assignee:

12/1/2003
Date


Marcus Lagergren

State of _____)

County of _____)

On _____ before me, _____ (name and title of officer)

personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____
